

2—712. *“Cover”; Buyer’s Procurement of Substitute Goods.*

(1) *After a breach within the preceding section the buyer may “cover” by making in good faith and without unreasonable delay any reasonable purchase of or contract to purchase goods in substitution for those due from the seller.*

(2) *The buyer may recover from the seller as damages the difference between the cost of cover and the contract price together with any incidental or consequential damages as hereinafter defined (Section 2—715), but less expenses saved in consequence of the seller’s breach.*

(3) *Failure of the buyer to effect cover within this section does not bar him from any other remedy.*

2—713. *Buyer’s Damages for Non-Delivery or Repudiation.*

(1) *Subject to the provisions of this Sub-title with respect to proof of market price (Section 2—723), the measure of damages for non-delivery or repudiation by the seller is the difference between the market price at the time when the buyer learned of the breach and the contract price together with any incidental and consequential damages provided in this Sub-title (Section 2—715), but less expenses saved in consequence of the seller’s breach.*

(2) *Market price is to be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.*

2—714. *Buyer’s Damages for Breach in Regard to Accepted Goods.*

(1) *Where the buyer has accepted goods and given notification (subsection (3) of Section 2—607) he may recover as damages for any non-conformity of tender the loss resulting in the ordinary course of events from the seller’s breach as determined in any manner which is reasonable.*

(2) *The measure of damages for breach of warranty is the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted, unless special circumstances show proximate damages of a different amount.*

(3) *In a proper case any incidental and consequential damages under the next section may also be recovered.*

2—715. *Buyer’s Incidental and Consequential Damages.*

(1) *Incidental damages resulting from the seller’s breach include expenses reasonably incurred in inspection, receipt, transportation and care and custody of goods rightfully rejected, any commercially reasonable charges, expenses or commissions in connection with effecting cover and any other reasonable expense incident to the delay or other breach.*

(2) *Consequential damages resulting from the seller’s breach include*

(a) *any loss resulting from general or particular requirements and needs of which the seller at the time of contracting had reason*